

Professional Consulting Services Agreement

Between

.....

and

THE ESG INSTITUTE LIMITED

This Agreement is made thisth day of, 202..., between The ESG Institute Limited, located at 21 Keeill Pharick Park, Glen Vine, Isle of Man IM4 4EW ('the Institute') and, of ('the Consultant').

WHEREAS

- A. The Institute engages in various Projects requiring specialized skills and expertise to provide services for its clients.
- B. The Consultant possesses certain skills and expertise relevant to the services offered by the Institute and is willing to provide such services on a project basis.
- C. The Institute wishes to engage the Consultant, and the Consultant is willing to be engaged by the Institute, on a non-exclusive, project-by-project basis as outlined in this agreement.

AGREED TERMS

INTERPRETATION

The following definitions and rules of interpretation in this clause apply in this agreement unless the context requires otherwise.

Definitions:

Business Day: a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

Effective Date: the date of last signature of this agreement by either party.

Project: The overarching initiative, contract or program undertaken by the Institute, consisting of various interconnected tasks, services, and objectives, which may involve the engagement of multiple consultants, service providers, and stakeholders. Each Consultant's contribution to the Project is defined and governed by the specific services and tasks outlined in their respective Statement of Work (SOW).

Statement of Work (SOW): A document issued by the Institute and agreed upon by the Parties under this agreement that describes the specific services to be provided by the Consultant, the deliverables, the timeline, and the payment terms for a particular Project.

Services: The consultancy services provided by the Consultant, which may include but are not limited to analysis, advising, strategizing, planning, and implementation assistance, as specifically described and outlined in each Statement of Work (SOW) agreed upon by the Parties.

Affiliate Partner: any person, legal entity, or company, excluding the Institute or the Prospective Client, that has established an affiliate partnership agreement with the Institute. Such agreements authorize the Institute to offer, promote, or sell an Affiliate Partner's products or services to Prospective Clients. The definition of 'Affiliate Partner' includes all entities that have entered into such formal agreements with the Institute for the provision of their services or products through the Institute's business network.

Clause and paragraph headings shall not affect the interpretation of this agreement.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 220 of the Isle of Man Companies Act 2006.

Unless the context otherwise requires, words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.

A reference to any party shall include that party's personal representatives, successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to writing or written includes email.

1. ENGAGEMENT AND SCOPE OF SERVICES

1.1. The Institute hereby engages the Consultant, and the Consultant accepts the engagement, to provide the Services on a project-by-project basis as may be agreed upon in each SOW.

1.2. Each specific project for which the Consultant is engaged will be defined in a separate Statement of Work (SOW). The SOW will detail the precise Services to be provided by the Consultant, including but not limited to project objectives, deliverables, timelines, and any special conditions or requirements pertinent to the successful completion of the project.

1.3. The Consultant may identify and introduce from time to time, new potential projects or clients to the Institute that align with the Institute's strategic goals and service offerings. These introductions are subject to the Institute's review and approval, at its sole discretion, to ensure alignment with its strategic objectives and capacity.

1.4. The Institute reserves the right to accept or reject any introduced projects or clients at its sole discretion.

2. The Consultant shall:

2.1 serve the Institute faithfully and diligently, ensuring that their interests do not conflict with the duties under this agreement;

2.2 uphold the highest standards of conduct, ensuring that their actions do not harm the reputation or interests of the Institute or its affiliates;

2.3 use their best efforts to fulfil the services and deliverables outlined in each Statement of Work (SOW), ensuring the completion of Projects in accordance with the agreed terms and quality standards;

2.4 Provide regular written updates to the Institute on the progress of the Project work, including any challenges encountered and solutions implemented.

2.5 Comply with all reasonable and lawful instructions issued by the Institute related to the Project work.

2.6 The Consultant shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the Institute or an Affiliate Partner in any way and shall not do any act which might reasonably create the impression that the Consultant is so authorised. The Consultant shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Institute

or an Affiliate Partner, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with prospective clients.

- 2.7 Maintain professional relationships with all parties involved in the Project, including clients, during the term of the Project and assist in any negotiations or discussions, when required, to facilitate the successful completion of the Project.
- 2.8 Avoid engaging in any activities or services, during the term of this agreement, that are in direct competition with the Institute or could lead to a conflict of interest without the prior written consent of the Institute.
- 2.9 Clearly communicate to all Project stakeholders the scope and limitations of their role as an independent consultant engaged by the Institute for specific Project work.
- 2.10 The Consultant shall, at their own expense, maintain in force professional indemnity insurance and any other appropriate forms of insurance with reputable insurers to cover the liabilities that may arise in relation to the performance of their Services under this Agreement. The minimum amount of coverage shall be the equivalent of £100,000 per claim. Upon the Institute's request, the Consultant shall provide certificates of insurance as proof of such coverage.
- 2.11 Refrain from creating or distributing any marketing material related to the Institute's services or using the Institute's or an Affiliate Partner's name, logo, trademarks, or other intellectual property, without their prior written consent.
- 2.12 Refrain from making or giving any representations, warranties or other promises concerning the Services which are not contained in the Institute or the Affiliate Partner's marketing material or otherwise authorised in writing by the Institute or the Affiliate Partner.
- 2.13 Understand that their role as a Consultant does not extend to making introductions or representations on behalf of the Institute to third parties for further business, unless specifically agreed upon in writing between the parties.
- 2.14 Each party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

3. ANTI BRIBERY COMPLIANCE - The Consultant shall:

- 3.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Isle of Man Bribery Act 2013 (Relevant Function and Activities);
- 3.2 not engage in any activity, practice, or conduct which would constitute an offence under Part 2 if such activity, practice or conduct had been carried out in the Isle of Man;
- 3.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures, to ensure compliance with the Bribery Act 2013 and will enforce them where appropriate; and
- 3.4 promptly report to the Institute any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement.
- 3.5 The Consultant shall ensure that any person associated with the Consultant who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Consultant in this clause 3 (Relevant Terms). The Consultant shall be responsible for the observance and performance by such persons of the

Relevant Terms and shall be directly liable to the Institute for any breach by such persons of any of the Relevant Terms.

- 3.6 For the purpose of this clause 3, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Relevant Function and Activities (and any guidance issued under clause 12 of the Bribery Act 2013).

4. PAYMENT FOR SERVICES

- 4.1 The Consultant shall be entitled to payment for the satisfactory performance of Services, as outlined in each Statement of Work (SOW), at the rates and terms agreed within each SOW.

4.2 Payment Structure:

- a. Fixed Price: The total fee for Projects with a fixed price structure will be as specified in the respective SOW.
- b. Time and Materials: For Projects billed on a time and materials basis, fees shall be calculated according to the rates and costs outlined in the SOW.

- 4.3 Payments to the Consultant shall be made according to the payment schedule outlined in the SOW, which may include milestone payments, periodic payments (e.g., monthly), or a final payment upon completion of the Services.

4.4 Invoicing and Payment:

- The Consultant shall submit invoices to the Institute in accordance with the invoicing instructions specified in the SOW.
- Each invoice shall detail the Services provided, the period of Services, and any other details required as per the SOW.
- The Institute agrees to pay the invoiced amounts within thirty (30) Business Days of receipt, subject to the satisfactory completion of the Services described in the invoice.

- 4.5 All fees payable under this Agreement are exclusive of Value Added Tax (VAT) or other applicable taxes, which shall be added to the invoiced amounts where applicable. Any required deductions or withholdings shall be made as required by law, with both parties cooperating to lawfully minimize such deductions.

- 4.6 If any dispute arises as to the amount of fees payable by the Institute to the Consultant the same shall be referred to the Institute's reporting accountants for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

- 4.7 Failure to make payment within the agreed terms may result in the suspension of Services by the Consultant. The Consultant reserves the right to cease work, subject to a written notice issued to the Institute five (5) Business Days prior to suspension, if outstanding payments are not received within a sixty (60) Business Day grace period following the due date.

- 4.8 Payment to the Consultant is contingent upon the satisfactory completion of Services as defined in each SOW. The Consultant shall not be entitled to payment under the following conditions:

- If the Consultant fails to commence or perform the Services required under an SOW without a valid reason accepted by the Institute.
- If the Services or deliverables specified in the SOW are not completed within the agreed timeline, except in cases where an extension has been mutually agreed upon in writing due to unforeseen circumstances.

- If the Services or deliverables provided by the Consultant do not meet the quality standards or requirements specified in the SOW, as reasonably determined by the Institute. The Consultant will be given the opportunity to rectify any such issues within a mutually agreed timeframe.
- If the Consultant is in breach of any significant terms of the Agreement, including but not limited to, confidentiality and intellectual property provisions.
- If an SOW is canceled due to Consultant's breach or inability to perform the Services, subject to the cancellation terms specified in the SOW.

5. STATEMENT OF WORK (SOW)

- 5.1 Creation and Approval: For each Project undertaken under this Agreement, a detailed Statement of Work (SOW) shall be drafted by the Institute and is subject to review and approval by both Parties. Each SOW must include Project specifics such as scope of services, deliverables, timeline, payment terms, and other relevant details as outlined in the provided SOW template.
- 5.2 Incorporation by Reference: Upon mutual approval, the SOW becomes an integral part of this Agreement and is incorporated by reference. All terms and conditions of this Agreement shall apply to each SOW, except as expressly modified by the SOW.
- 5.3 Amendments: Any changes to an approved SOW must be agreed upon in writing by both Parties through an amendment process specified within the SOW.
- 5.4 All Project engagements under this Agreement shall commence only after a Statement of Work (SOW), drafted in accordance with the template provided in Appendix A, is duly executed by both Parties.

6. OBLIGATIONS OF THE INSTITUTE

- 6.1 The Institute shall at all material times act in good faith towards the Consultant.
- 6.2 The Institute shall provide the Consultant at all material times with the information the Consultant may reasonably require to carry out its duties, including marketing information for the provision of the Services, and information about the Institute or an Affiliate Partner, as applicable.
- 6.3 The Institute shall inform the Consultant immediately if the Institute or an Affiliate Partner suspends or ceases to perform any of the Services.
- 6.4 The Institute shall not be responsible for any costs or expenses incurred by the Consultant in performing this Agreement unless such costs / expenses have been agreed by the Institute in writing, in advance.
- 6.5 For the avoidance of doubt, the Institute shall be under no obligation to follow up any introduction made by the Consultant; or enter into a contract with such party.

7. CONFIDENTIALITY

- 7.1 Each party undertakes that it shall not at any time during this Agreement and for a period of five (5) years after termination use for any purpose other than performing this Agreement or disclose to any third party any confidential information concerning the business, affairs, customers, clients or Institutes of the other party, including but not limited to information relating to a party's operations, processes, plans, product information, knowhow, designs, trade secrets, software, market opportunities and customers (Confidential Information), except as permitted by clause 6.2.
- 7.2 Each party may disclose the other party's confidential information:

- a. to its employees, officers, agents, consultants, or subcontractors (Representatives) who need to know such information for the purposes of carrying out the party's obligations under this

Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 6 as though they were a party to this Agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Consultant from the Institute shall be returned promptly to the Institute on termination of this Agreement, and no copies shall be kept.

7.4 Each party reserves all rights in its information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party or to be implied from this Agreement.

8. TERM AND TERMINATION

8.1 This Agreement shall commence on the Effective Date and shall continue for the period of one (1) year, unless otherwise terminated in accordance with its provisions. After this initial one (1) year period, this Agreement shall automatically renew annually thereafter.

8.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) Business Days after being notified in writing to do so;
- b. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- c. the other party enters into an arrangement with its creditors, takes any step (or any step is taken) in relation to its winding-up, dissolution, administration, reorganisation, receivership or liquidation, is or is deemed to be unable to pay its debts as they fall due, ceases or threatens to cease trading or any event similar or analogous to any of the above occurs in respect of the other party in any jurisdiction; or
- d. the other party (being an individual) is the subject of a bankruptcy petition or order; or
- e. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8.3 The Institute may terminate this Agreement on notice with immediate effect if the Consultant is in breach of its compliance obligations in clause 3 or its confidentiality obligations under clause 6.

8.4 The Institute may terminate this Agreement on notice with immediate effect if there is a change of control of the Consultant as follows:

- a. by means of the holding of shares or the possession of voting power in relation to that or any other body corporate, or
- b. as a result of any powers conferred by the articles of association or other document regulating that or any other body corporate.

9. CONSEQUENCES OF TERMINATION

- 9.1 On termination of this Agreement for any reason, each party shall return and make no further use of any equipment, property, marketing materials, software and any other items (and all copies of them) belonging to the other party.
- 9.2 On termination of this Agreement, the following clauses shall continue in force: Clause 1, Clause 7 and Clause 8 to Clause 17 (inclusive).
- 9.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, provided that clause 4.1 shall apply so as to extinguish the Consultant's rights to further payments of fees in accordance with its terms.

10. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause, however, shall limit or exclude any liability of either party for fraud.

12. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. ASSIGNMENT AND OTHER DEALINGS

This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. SEVERANCE

- 15.1 If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

15.2 If any provision or part provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. NOTICES

16.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by email, by hand, or sent by prepaid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes or by agreement to the following addresses:

- For the Institute:

Mail address: The ESG Institute
21 Keaill Pharick Park
Glen Vine IM44EW
Isle of Man
Email address: mail@the-esg-institute.org

- For the Consultant:

Mail address:

Email address:

16.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by prepaid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post; and if sent by email, at the time of transmission provided that the sender does not receive an automated message indicating failure of delivery.

17. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under the Isle of Man Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18. FURTHER ASSURANCE

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 The parties agree that they will endeavour to resolve any dispute between them, if possible, in the first instance by good faith negotiation between their duly authorised representatives. Failing such resolution

within fourteen (14) Business Days of notice of the matters in dispute having been given by one party to the other, the parties will be free to resolve the dispute by reference to the courts.

20.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Isle of Man.

20.3 Subject to clause 20.1 above, each party irrevocably agrees that the courts of the Isle of Man shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date as stated.

Signed by Joanne Thurlow
for and on behalf of The ESG Institute Limited

Signed by Jaime Antonio Amoedo Lucas
for and on behalf of The ESG Institute Limited

.....
Director

.....
Director

Signed by

.....

APPENDIX A: STATEMENT OF WORK (SOW) TEMPLATE

The following SOW template (Appendix A) serves as the guideline for drafting Statements of Work for specific Projects under this Agreement. The template may be adapted as necessary to fit the Project requirements, provided that all adaptations are agreed upon in writing by both Parties.

Statement of Work (SOW)

Project Title: [Project Name]

Customer: [Name and address]

SOW Date: [Date]

Estimated Project Start Date: [Start Date]

Estimated Project End Date: [End Date]

Parties Involved:

- **The Institute:** The ESG Institute Limited
- **The Consultant:** [Consultant's Name]
- **Project Manager:** [Name]

1. **Project Overview:** Provide a brief description of the Project, including the background, the business need it addresses, and the expected benefits.

2. **Objectives:** List the primary objectives the Project aims to achieve.

3. Scope of Services:

- **3.1 Services Provided:** Detail the specific services, tasks, and functions the Consultant will perform.
- **3.2 Exclusions:** Clearly state any services or tasks that are outside the scope of this SOW.

4. Deliverables:

- List each deliverable, including descriptions, formats, quality standards, and due dates.

5. Timeline:

- Provide a schedule for the Project, including key milestones and deadlines for deliverables.

6. Payment Terms:

- **6.1 Fee Structure:** Specify the total Project fees, currency, and the payment structure (e.g., fixed price, time and materials).
- **6.2 Payment Schedule:** Detail when payments will be made, linking them to milestones or deliverable completions, if applicable.
- **6.3 Invoicing Instructions:** Include instructions for invoicing, such as billing frequency, details to include on invoices, and payment terms.

7. Consultant's Responsibilities:

- List the responsibilities of the Consultant, including reporting requirements, meetings, and coordination with the Institute's team.

8. Institute's Responsibilities:

- Detail the support, resources, information, or access the Institute will provide to enable the Consultant to perform the services.

9. Standards and Testing:

- Define any industry or project-specific standards the deliverables must meet.
- Outline testing procedures and acceptance criteria for deliverables.

10. Change Management Process:

- Describe the process for requesting, reviewing, and approving changes to the Project scope or deliverables, including any impact on timeline and costs.

11. Confidentiality, Intellectual Property, and Data Protection:

- Reiterate the terms related to confidentiality and intellectual property rights as per the main Agreement.
- Address compliance with relevant data protection laws and regulations.

12. Risk Management:

- Identify potential Project risks and the strategies for mitigating them.

13. Dispute Resolution:

- Specify the process for resolving disputes related to the SOW or the execution of the Project.

14. Termination:

- Outline the conditions under which the SOW can be terminated, including notice periods and final deliverable requirements.

15. Other Considerations:

Approved on (date) by (name)
for and on behalf of The ESG Institute Limited

.....
Director

Approved on (date) by (name)
for and on behalf of the Consultant

.....